

K

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS**

Bankruptcy No. 00-40311
Chapter 7
Honorable DONALD R SHARP

FILED
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF TX

00 MAR 20 PH 2:04

WILLIAM B WATTS
Debtor

CLERK, U.S. BANKRUPTCY
COURT

REAFFIRMATION AGREEMENT

I have filed a Petition for Relief under Chapter 7 of the Bankruptcy Code. At the time I filed my Petition, I owed Sears, Roebuck and Co. or one or more of its affiliates ("Sears") the sum of 5624.99 under account number 05-58990-87223-3. Sears has a valid security interest in DRYER, WASHER, 32" RCA TV, AIR CONDITIONER, DVD and TELESCOPE DESK having an approximate fair market value of \$1,247.58. I hereby reaffirm and promise to pay to Sears the sum of \$1247.58 (the "Reaffirmed Amount") plus a finance charge on this Reaffirmed Amount.

The Reaffirmed Amount shall bear a finance charge (currently at the annual percentage rate of 21 %) and shall be payable in accordance with the monthly installment schedule I had at the time I filed my Bankruptcy Petition. The first monthly installment will not exceed \$27.00 (unless I incur new charges on my account before the first billing statement, in which case I understand that my payment will be higher) and shall be due in the first billing cycle following the time my right to cancel (rescind) this Reaffirmation Agreement expires. Any future charges to this account may change both the time needed to fully pay this account and the total amount I will have to pay.

The terms set forth in this paragraph are a summary of the terms of the account agreement, as amended, between Sears and me. Sears and I agree to be bound by the terms of the account agreement, which is incorporated herein by reference and which shall continue in full force and effect.

It is further agreed and understood that in addition to reaffirming the above obligation to retain the property held as security by Sears, I am also reaffirming this obligation in order to retain my credit privileges. My credit privileges under the account agreement shall be reinstated after my right to cancel (rescind) this Reaffirmation Agreement has expired. My new credit limit, which includes the Reaffirmed Amount, shall be \$1248.00.

I UNDERSTAND THAT I MAY CANCEL (RESCIND) THIS REAFFIRMATION AGREEMENT AND NOT BE OBLIGATED TO PAY THE REAFFIRMED AMOUNT BY NOTIFYING SEARS THAT I AM CANCELING (RESCINDING) THIS REAFFIRMATION AGREEMENT WITHIN SIXTY (60) DAYS AFTER THIS REAFFIRMATION AGREEMENT IS FILED WITH THE COURT OR BEFORE MY DISCHARGE IS GRANTED BY THE COURT, WHICHEVER HAPPENS LATER. TO CANCEL (RESCIND), I MAY DO SO IN WRITING BY MAILING A CANCELLATION (RESCISSION) NOTICE DIRECTLY TO: SEARS BANKRUPTCY RECOVERY MANAGEMENT SERVICES, INC. PO BOX 7901 DES MOINES IA 50322

I FURTHER UNDERSTAND THAT I AM NOT REQUIRED TO ENTER INTO THIS REAFFIRMATION AGREEMENT UNDER TITLE 11, UNITED STATES CODE, OR UNDER ANY OTHER NON BANKRUPTCY LAWS, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH TITLE 11, UNITED STATES CODE, SPECIFICALLY 11 U.S.C. §524(c).

I acknowledge receipt of the "IMPORTANT NOTICE" and a copy of the current account agreement.

Sears,

By: Crovetty

Date

3/20/00

Debtor

X William B. Watts

Date

3-20-00

**DECLARATION OF ATTORNEY REGARDING REAFFIRMATION
AGREEMENT BETWEEN SEARS AND THE DEBTOR**

The undersigned attorney for the Debtor, declare that I have fully advised the Debtor of the legal effect and consequences of the Reaffirmation Agreement and of any default thereunder. The Reaffirmation Agreement represents a fully informed and voluntary agreement by the Debtor and does not impose an undue hardship on the Debtor, or on any dependents of the Debtor.

Debtor's Attorney

A. Hay

Bar #

20625500

Date

03/20/00

4